

EXHIBIT FFF

IN ARBITRATION PROCEEDINGS
BEFORE HONORABLE THOMAS ANGELO, LABOR ARBITRATOR

In re: an arbitration between)

STANFORD HOSPITAL & CLINICS)
LUCILE PACKARD CHILDREN'S)
HOSPITAL,)

Complainant,)

and)

SEIU LOCAL 715,)

Respondent.)

Grievance of Victor Acosta)

CERTIFIED COPY

) FMCS No. 070420-55892-A

TRANSCRIPT OF PROCEEDINGS

PALO ALTO, CALIFORNIA

NOVEMBER 28, 2007

REPORTED BY: JANE H. STULLER, CSR NO. 7223
(401481)

PROCEEDINGS November 28, 2007

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TRANSCRIPT OF PROCEEDING, taken at the Law
Offices of Foley & Lardner, 975 Page Mill Road, Palo
Alto, California, commencing at 10:00 a.m., November 28,
2007, before Jane H. Stuller, CSR No. 7223.

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A P P E A R A N C E S

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ALSO PRESENT:

MYRIAM ISSAMILLA
VICTOR ACOSTA
ANA GALLEGAS
BRIAN COFFMAN

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P R O C E E D I N G S

--oOo--

(Joint Exhibit Nos. 1 through 7 were marked for identification.)

THE ARBITRATOR: On the record. My name is Thomas Angelo. I have been selected by the parties to hear a dispute involving Stanford Hospital and Clinics and the Lucile Packard Children's Hospital and the Service Employees International Union Local 715 concerning the termination of Mr. Victor Acosta. This is FMCS No. 070420-55892-A.

While off the record, I have provisionally marked as potential joint exhibits:

Joint Exhibit 1, which is the Collective Bargaining Agreement between Stanford and SEIU, in effect at all times relevant to this dispute.

Joint Exhibit 2 is a determination letter dated March 14, 2007.

Joint Exhibit 3 is a grievance form from SEIU signed by Stewart Jesus Andrade dated March 17, 2006.

Joint Exhibit 4 is the letter from the Local 715 invoking arbitration in this matter.

Joint Exhibit 5 is a notice from Mr. Boone advising me that I have been selected pursuant to the procedures of the Federal Mediation Conciliation Service

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1 to hear this dispute.

2 Joint Exhibit 6 is a letter over my signature
3 to the parties dated July 10, 2007 indicating today
4 would be the date for the hearing.

5 Joint Exhibit 7 is a step-two decision from the
6 hospital dated April 5, 2007. It has attached -- it's a
7 two-page decision. It has attached, apparently, the
8 invocation from the union I previously described.

9 I should also note there has been some
10 correspondence between the parties and the arbitrator
11 regarding another matter. I'm assuming that will be
12 discussed at our next event.

13 Let me also say that the parties have agreed
14 that with respect to the dispute itself, the issues
15 would be whether the grievant was terminated for just
16 cause; and if not, what should the remedy be.

17 The parties have also agreed that should we
18 proceed further today, the matter is properly before the
19 arbitrator for resolution and that all time limits and
20 requirements to the contract with respect to the
21 processing of the grievance and invocation of
22 arbitration have been satisfied.

23 And they further agree that should I issue a
24 decision, an award in this matter, I may retain
25 jurisdiction to resolve any disputes over the meaning or

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1 application of the decision and award.

2 I've indicated the documents I previously
3 described are provisionally marked as joint exhibits. I
4 won't admit them at this point in light of what I
5 understand to be a procedural matter, and I will ask if
6 the parties wish to address that question at this point.

7 MR. ARNOLD: The Employer does.

8 THE ARBITRATOR: Okay. Mr. Arnold, the floor
9 is yours.

10 MR. ARNOLD: Mr. Arbitrator, as you are aware
11 from prior conversations, there is an underlying issue
12 that is fundamental to the arbitration of this
13 grievance, a grievance challenging the termination of
14 the grievant, Victor Acosta for theft.

15 But that underlying issue has nothing to do
16 with the merits of the grievance itself. That issue
17 involves a dispute concerning the status of individuals
18 and entities purporting to act as the representatives of
19 SEIU Local 715 and of the bargaining unit employee at
20 the Stanford Hospital and Clinics and Lucile Packard
21 Children's Hospital.

22 While that issue is unrelated to the merits of
23 the particular grievance for which you were selected, it
24 is nevertheless a threshold issue. For if the
25 individuals and entities attempting to appear here as

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1 representatives of SEIU Local 715 are not proper
2 representatives to be determined under the National
3 Labor Relations Act and Board precedent and guidance,
4 then the employer is under no obligation to meet and
5 deal with them or to participate in an arbitration in
6 which they are purporting to appear.

7 As you know, Dan Boone, counsel here for the
8 firm of Weinberg, Roger & Rosenfeld, sent you a letter
9 dated November 19, 2007 and copying me, in which he
10 purports to address the issue of representation by that
11 firm of SEIU Local 715 in these proceedings. It is true
12 that as Mr. Boone noted in that letter, the Weinberg
13 firm participated in your selection as arbitrator in the
14 above referenced matter in May of 2007.

15 However, that selection in which he
16 participated took place prior to the appointment of a
17 trustee for SEIU Local 715 which occurred on June 8,
18 2007. That purported trustee, Bruce Smith, in turn
19 retained Barbara Chisholm and the firm of Altshuler
20 Berzon, LLP, as counsel to him and to the purported SEIU
21 Local 715.

22 Indeed, I advised you by letter dated June 26,
23 2007 that the Employer had been informed by Ms. Chisholm
24 that she and her firm now represent SEIU Local 715.

25 With regard to Mr. Boone's letter, the Employer

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1 fails to understand his fixation on compensation.
2 Employer has no interest, whatsoever, in how much
3 Mr. Boone or his firm is to be compensated for any
4 services he or that firm might render in connection with
5 this or any other matter.

6 Indeed, as you know, or as you will see upon
7 review of my letter, in my letter dated November 7, 2007
8 to Barbara Chisholm and copied to you, I do not request
9 information concerning any compensation that might be
10 received by Mr. Boone or his firm.

11 The Employer's, quote, "agenda," close quote,
12 as Mr. Boone characterizes it in this letter is to
13 determine, as is its right, whether a new valid de facto
14 transfer of representation rights from SEIU Local 715 to
15 SEIU-UHW has occurred through the device of a, quote,
16 "service," close quote, or, quote, "servicing," close
17 quote, agreement.

18 When the Employer was first informed of the
19 existence of a purported service agreement, the Employer
20 promptly rejected it by a letter to SEIU Local 715.

21 The Employer's interest then is in what entity
22 has directly retained what Weinberg, Roger & Rosenfeld
23 services, i.e., whether it was purported SEIU Local 715
24 or SEIU-UHW.

25 If it is the former, the Employer is prepared

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1 to proceed. If it is the latter, the Employer will not
2 proceed in a hearing in which UHW is providing the
3 representation.

4 The two local unions, SEIU Local 715 and
5 SEIU-UHW, have had ample time to seek resolution of the
6 validity of the purported service agreements between
7 them since the Employer rejected that service agreement
8 in August of 2006. That the dispute remains, and that
9 it now threatens the disposition of this grievance with
10 further delays is not the Employer's doing, but rather
11 the Union's.

12 Since it was not notified that Ms. Chisholm and
13 her firm were acting as counsel for SEIU Local 715, the
14 Employer had made repeated requests of Ms. Chisholm and
15 has also made a request to purported trustee, the only
16 two individuals who can meaningfully provide such a
17 representation at this point, for a written
18 representation that the firm Weinberg, Roger & Rosenfeld
19 is representing Local 715 directly and not pursuant to a
20 rejected service agreement with SEIU-UHW.

21 Although a written representation as to the
22 status of Weinberg, Roger & Rosenfeld should not be
23 difficult to provide if, in fact, Weinberg, Roger &
24 Rosenfeld is retained directly by Local -- by SEIU Local
25 715, the Employer has never received a response to its

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1 request from either Ms. Chisholm or the trustee.

2 The Employer has filed an unfair legal practice
3 charge based upon the refusal to so do, which charge
4 remains pending.

5 Notably although Mr. Boone has, according to
6 his letter, received a copy of my letter to Ms. Chisholm
7 and thus knows the nature of the representation the
8 Employer is seeking from the trustee or counsel of
9 record, his statements both here on the record -- or off
10 the record before we went on the record -- and in his
11 November 19, 2007 letter, that his firm, quote,
12 "represents SEIU Local 715 in this case," close quote,
13 avoid answering the question since that representation
14 can either be through direct retention by SEIU Local 715
15 or through the rejected service agreement as counsel to
16 SEIU-UHW.

17 The question is not what the Employer's agenda
18 is, but rather what is the agenda of the two union
19 entities since SEIU Local 715 and its retained counsel
20 have refused to respond to our requests.

21 If SEIU Local 715 desires to have Weinberg,
22 Roger & Rosenfeld serve as its legal representative, it
23 can retain that firm and so advise the Employer. If
24 instead, it wishes to seek enforcement of and utilize
25 the service agreement and avail itself of the services

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1 of Weinberg, Roger & Rosenfeld through that vehicle, it
2 can follow the proper and only procedure for doing so,
3 which is also the very procedure called for in the
4 rejected service agreement.

5 When the service agreement was signed by the
6 two local unions, they clearly envisioned the
7 possibility that the Employer might reject the service
8 agreement, and so set forth steps to be taken in that
9 event, that procedure, if processed, the legal actions
10 necessary to its enforcement which may include filing an
11 unfair labor practice charge.

12 That same service agreement further provides
13 that if the Employer challenges or refuses to accept the
14 service agreement, which it has, SEIU Local 715 will
15 reassume and take over all representational activities
16 and responsibilities and will do so, quote, "through its
17 own staff until such matter is resolved," close quote.

18 For reasons about which one can only speculate,
19 the parties to the proposed service agreement, the two
20 local unions, have never initiated legal action as
21 required by the service agreement to enforce the service
22 agreement against the Employer.

23 Nor has SEIU Local 715 reassumed its
24 representational responsibilities and activities through
25 its own staff. To the contrary, the purported trustee

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1 has attempted to affirm the already rejected service
2 agreement and has attempted to reappoint or affirm the
3 appointment of UHW employees as its service agents.
4 Those attempts were also rejected by the Employer.

5 The two union locals, if there even are still
6 two entities, would no doubt much prefer to circumvent
7 or avoid initiating the appropriate legal proceedings,
8 the very ones which they themselves have obligated
9 themselves to utilize in their service agreement, and
10 instead have an arbitrator -- this arbitrator make a
11 determination ancillary to an employee's grievance,
12 which determination, in effect, would enforce the
13 service agreement against the Employer over its
14 objections and despite its previous rejection of that
15 service agreement.

16 However, an arbitrator simply has no
17 jurisdiction to determine such matters of representative
18 status or to order an employer to recognize or deal with
19 an entity other than the exclusive representative, in
20 this case, a board certified representative, absent the
21 expression of a clear intention of the parties in the
22 Collective Bargaining Agreement to provide the
23 arbitrator such jurisdiction.

24 Indeed, the determination of the validity of
25 the service agreement would quite obviously not involve

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1 or require an interpretation of the Collective
2 Bargaining Agreement, which agreement provides the
3 arbitrator his authority, in which agreement also
4 defines the limits of that authority to determining
5 whether a grieved action violates that agreement.

6 Rather, it involves a claim that the National
7 Labor Relations Act gives the right to SEIU Local 715 to
8 contract with another labor organization to provide
9 representational services, and that the Employer's
10 refusal to accept such a contract between the two labor
11 organizations is improper under the Act.

12 Such a claim would require the arbitrator to
13 consider the terms of the service agreement, an
14 agreement to which the Employer is not a party and by
15 which the Employer is not bound and to engage in an
16 analysis under board law to determine whether it is
17 valid and enforceable on its face.

18 It would then further require review of the two
19 local union's action under the service agreement and an
20 analysis, again, not of the provision of the Collective
21 Bargaining Agreement, but rather, of a precedent
22 developed by the board in the exercise of its exclusive
23 jurisdiction over matters relating to representative
24 status.

25 There is, of course, judicial precedent that

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1 holds where an arbitrator makes a determination based
2 upon his view of the requirements of an enacted statute
3 or a federal agency's precedent thereunder and not on an
4 interpretation of the Collective Bargaining Agreement,
5 the arbitrator has exceeded the scope of its submission.

6 There is, of course, also argument of the
7 precedent. So the proposition that it's not the
8 arbitrator's role, nor is it in his jurisdictional
9 authority to interpret the law or to rule on issues of
10 external law -- even if the Collective Bargaining
11 Agreement did provide that an arbitrator could make
12 determinations regarding representational status and the
13 Employer's obligation to recognize or deal with an
14 entity other than the union that is a party to the
15 Collective Bargaining Agreement, which the Collective
16 Bargaining Agreement in this case does not.

17 An arbitrator cannot make such a determination
18 in proceedings where the issue of representative status
19 is not the subject of the grievance that is before the
20 arbitrator for a decision.

21 Of course, such a grievant directly seeking to
22 enforce a service agreement to which the Employer is not
23 a party is not only outside the scope of the Collective
24 Bargaining Agreement, but it would squarely place the
25 question of representation at issue, which, again, would

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1 be beyond the arbitrator's jurisdiction.

2 Please be assured that the Employer is ready,
3 willing and able to arbitrate this matter. However, the
4 Employer does not and will not agree to submit the issue
5 of whether Mr. Boone and his firm and/or representatives
6 of SEIU-UHW, one of whom is present in the room today,
7 may properly serve as representatives of SEIU Local 715
8 to the arbitrator for decision.

9 And whether the Employer is even obligated to
10 appear and participate in this proceeding depends upon
11 the validity of the service agreement and its
12 application.

13 If the purported trustee of SEIU Local 715 or
14 its counsel -- excuse me --- if the purported trustee of
15 SEIU Local 715 or its counsel of record is unwilling to
16 provide the written representation requested by the
17 Employer, that Weinberg, Roger & Rosenfeld is retained
18 directly by SEIU Local 715 as its counsel and is not
19 appearing by virtue of its role as counsel for a
20 purported service agent and/or if SEIU Local 715 is
21 unwilling to provide its own staff representatives to
22 attend the hearing, rather than utilizing SEIU-UHW
23 employees, who would unquestionably be appearing
24 pursuant to purported and rejected service agreement,
25 then this matter should and must be stayed until the two

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1 local unions take the steps that they agreed between
2 themselves they would take, i.e., the initiation and
3 completion of unfair labor practice proceedings on a
4 charge to be initiated by SEIU Local 715 or other legal
5 proceedings to attempt to enforce the rejected service
6 agreement.

7 And I'd like to offer some documentation
8 relating to the statement I just made.

9 The first one will be Employer's Exhibit No. 1,
10 and it is the letter from Mr. Boone to you dated
11 November 19.

12 Employer's No. 2 is a letter dated June 18,
13 2007 from me to Ms. Chisholm, counsel of record for SEIU
14 Local 715, acknowledging a conversation confirming the
15 conversation with her in which she stated that she was
16 now representing SEIU Local 715.

17 Employer's 3 is a letter from me to the
18 arbitrator dated June 26, 2007 copying Ms. Chisholm,
19 counsel of record to SEIU Local 715, confirming to you
20 what she had confirmed to me.

21 Employer's Exhibit 4 is a cover letter from
22 William Sokol of the firm of Weinberg, Roger & Rosenfeld
23 sending to me a copy of the service agreement entered
24 into between UHW and SEIU Local 715 in February of 2006.

25 Employer's 5 is a letter from me to Kristy

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1 Serbershan (phonetic) executive secretary of the SEIU
2 Local 715 advising her that the service agreement was
3 rejected.

4 Employer's 6 is a fax cover page accompanying a
5 letter and a document suitable for framing, announcing
6 the trustee -- the appointment of a trustee, and the fax
7 letter was to Laurie Quintel, director employer labor
8 relations, Stanford Hospital and Clinics and Lucile
9 Packard Children's Hospital.

10 Employer's 7 is a subsequent letter from B.W.
11 Smith, trustee, to Ms. Quintel informing -- restating
12 who he believed the servicing agents to be and adding
13 another service agent to the list, all of whom are
14 employees of SEIU UHW.

15 Employer's 8 is a letter from Ms. Quintel back
16 to Bruce W. Smith, trustee, advising him that that did
17 not affect the prior rejection of the service agreement.

18 Employer's 9 is a letter to me from
19 Ms. Chisholm requesting that she provide a
20 representation as to the basis upon which the firm of
21 Weinberg Roger & Rosenfeld is appearing to represent
22 SEIU Local 715, and it's dated August 24th. I'm sorry.

23 Employer's 10 is a letter dated October 5th,
24 2007, again, from me to Barbara Chisholm, counsel of
25 record for SEIU Local 715, repeating a request that --

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1 provide the information and attaching a copy of the
2 August 24th letter.

3 Mark that one as 13.

4 I'm going to put 12 in right now.

5 MR. BOONE: You're only up to 11.

6 MR. ARNOLD: Oh, we're only up to 11. Okay.

7 MR. BOONE: October 5 --

8 MR. ARNOLD: Make that one 12.

9 THE ARBITRATOR: You better check your bill
10 here if you go 9 to 12.

11 MR. ARNOLD: Well, I was going to substitute
12 this one, and I didn't -- and I thought I was already at
13 11.

14 THE ARBITRATOR: Okay. Employer No. 11?

15 MR. ARNOLD: 11 is dated October -- 11 is dated
16 October 16, and it's another letter to Ms. Chisholm,
17 again, requesting information regarding the
18 representational status.

19 MR. BOONE: Excuse me, Larry. You're not
20 putting in all the letters here. She's -- there's an
21 October 9 letter that's referenced here.

22 MR. ARNOLD: Yeah.

23 MR. BOONE: It's -- you're just not going to
24 put it in?

25 MR. ARNOLD: No.

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1 MR. BOONE: All right.

2 MR. ARNOLD: I mean I can get it faxed down
3 here. It simply says they're not going to respond to my
4 letter.

5 MR. BOONE: I have never seen it, but --

6 MR. ARNOLD: Okay. That's the --
7 November 7th letter is Employer's 12.
8 I think you already have that, right?

9 MR. BOONE: I got November 7.

10 MR. ARNOLD: I've got it.

11 MR. BOONE: Here's with two --

12 MR. ARNOLD: This is -- 10 is this one.

13 October 5.

14 10 is October 5.

15 THE ARBITRATOR: Here's an extra November 7th.
16 You're just trying to confuse me.

17 MR. ARNOLD: How are we doing?

18 THE ARBITRATOR: Well.

19 MR. ARNOLD: And last, but not least --

20 THE ARBITRATOR: This will be 13.

21 MR. ARNOLD: 13. Employer's Exhibit 13 is a
22 letter dated November 9 from me to Bruce W. Rusty Smith,
23 the trustee, seeking from him a representation as to the
24 representational status of Weinberg, Roger & Rosenfeld.

25 And I offer these into evidence merely to

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1 support the statement that I made to you regarding this
2 issue.

3 THE ARBITRATOR: And are all the exhibits into
4 evidence?

5 MR. ARNOLD: They can -- I mean, I have no
6 problem with the authenticity or the validity of them.
7 But to the extent that they seek to go into the merits,
8 I don't -- I think it's premature at this point.

9 (Employer's Exhibit Nos. 1 through 13 were
10 marked for identification.)

11 THE ARBITRATOR: I'll tell you what, I'll admit
12 the joint exhibits with the understanding that the
13 Employer does not waive its arguments with respect to
14 the propriety of this proceeding. They're merely in the
15 record now so that depending on how far we go, I've got
16 them.

17 I'm also admitting Employer 1 through 13 to the
18 extent they go to the issues raised by the hospital and
19 its statements on the procedural question.

20 (Employer's Exhibits Nos. 1 through 13 admitted
21 into evidence.)

22 THE ARBITRATOR: Okay. I'm trying to think of
23 a way I could get out of here. I can't -- nothing comes
24 to mind.

25 So, Mr. Boone, do you have any response to any

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1 of the positions taken by the hospital?

2 MR. BOONE: Yes. First, appearing on behalf of
3 SEIU Local 715, specifically Service Employees
4 International Union Local 715, the law firm of Weinberg,
5 Roger & Rosenfeld by W. Daniel Boone.

6 Mr. Angelo, Mr. Acosta was terminated March of
7 2007. There was a timely grievance filed and processed
8 by SEIU Local 715. The matter was referred to my
9 office. Either I or others working with me in the
10 office, agreed that you would be the arbitrator to hear
11 and decide this matter.

12 There was communication between you,
13 representatives of my office and Mr. Arnold or
14 representatives in his office agreeing today as the
15 arbitration date; and you confirmed that by the -- your
16 July 10, 2007 letter, Joint No. 6.

17 Mr. Acosta had worked for Stanford Hospitals
18 for about seven years prior to his discharge. He has
19 suffered unemployment since that date. He is entitled
20 to the representation by his union. He's entitled to an
21 arbitration where it will be up to the Employer to
22 persuade you that there was just cause for his
23 termination.

24 Secondly, by way of background, I sat across
25 the table from Mr. Arnold on two separate days in his

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1 offices up the street, before they just moved, in an
2 arbitration before Arbitrator David Nevins. I can't
3 tell you the specific dates. I don't have them in mind
4 right now. And I stated my appearance before Arbitrator
5 Nevins in exactly the same language that I did today,
6 and we proceeded with the arbitration. And we submitted
7 the evidence, and we wrote briefs. And Arbitrator
8 Nevins issued a decision on the merits of the case.
9 This was all after the dates of -- I believe any of
10 these relevant documents.

11 My office has represented SEIU Local 715 since
12 sometime before I began with the firm in January of 2000
13 -- excuse me -- January of 1979. Our offices
14 represented SEIU when you and its predecessor locals, at
15 least, sometime before I began in January 1979.

16 THE ARBITRATOR: Do you want a cue card to get
17 that date?

18 MR. BOONE: Yeah. That's why I'm having a hard
19 time wrapping my mind around that one.

20 THE ARBITRATOR: That makes you really old, I
21 guess also not before me.

22 MR. ARNOLD: Is that when you first started
23 practicing?

24 MR. BOONE: No.

25 THE ARBITRATOR: That was before SEIU was

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1 formed.

2 MR. BOONE: The position as -- I'll candidly
3 acknowledge to you that I have not read Employer
4 Exhibits 1 through 13. Fortunately or unfortunately, by
5 the practice of our firm, I was assigned to advocate
6 this case on behalf of the Union. Happily enough, I
7 have not to date been involved in the disputes that are,
8 at least, partially described in the correspondence that
9 Mr. Arnold has given you.

10 Mr. Arnold, from my hearing of it, takes two
11 directly contradictory positions. On the one hand, he
12 says the service agreement is invalid. No. 2, you can't
13 decide whether or not the service agreement is or is not
14 valid, and it's none of your business. Yet he wants to
15 litigate or have certain statements made here in aid of
16 whatever that different dispute is.

17 Under -- there's nothing in the contract that
18 prohibits me from appearing here and stating that I am
19 here representing SEIU 715 with respect to this
20 arbitration. And Mr. Arnold full well knows that that
21 is our law firm's position and that's the Union's
22 position.

23 And he, I guess, for some tactical reason
24 someplace else refuses to write letters to me or to my
25 firm, but writes to Ms. Chisholm instead knowing full

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1 well that although there was a period of about a week or
2 two when Altshuler Berzon was representing, they no
3 longer are as far as I know.

4 So I'm here. I'm stating the appearance on
5 behalf of the Union. Present with me is a union
6 representative. Whether, to use the language, I am
7 retained directly or through a service agreement is
8 really not part of the proceedings here.

9 I'm not quite sure I understand why it's of
10 significance to Mr. Arnold to have me state one way or
11 the other, but he seems to think it's important; and for
12 that reason, I'm not going to do it because I'm not here
13 to aid in whatever tactical moves are being made by Mr.
14 Arnold in aid of some other proceedings which either
15 have been filed or he wants the Union to file.

16 We're here for an arbitration under a
17 Collective Bargaining Agreement. The statement of the
18 appearance is here. These are all authorized
19 representatives of the Union or an attorney from my
20 office, and Mr. Acosta, the grievant, and there's
21 nothing inconsistent in the contract with our
22 appearance.

23 So I'm asking that you rule that you are -- the
24 matter is before you and you're going to proceed. That
25 completes my statement.

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1 THE ARBITRATOR: Thank you.

2 MR. ARNOLD: I'd like to respond briefly.

3 THE ARBITRATOR: Go ahead.

4 MR. ARNOLD: As I stated in my statement to
5 you, Mr. Arbitrator, we don't disagree that Mr. Acosta
6 has a right to file a grievance, has a right to have his
7 grievance arbitrated. That's -- we fully agree with
8 that.

9 The fact is that where the Employer does have
10 rights is, it has the right to insist that the
11 representation is proper representation. And that as
12 Mr. Boone stated, Mr. Acosta is being represented by
13 SEIU Local 715. I did not introduce the documents that
14 I introduced earlier for the purpose of attempting to
15 litigate the dispute in this forum.

16 To the contrary, my view is that it cannot be
17 litigated in this forum. It must be litigated in
18 another forum, to wit, before the National Labor
19 Relations Board.

20 If you look at, and I don't remember which
21 Employer's exhibit it is, the service agreement, as I
22 stated, the service agreement very specifically provides
23 and contemplated that the Employers may reject it and
24 very specifically provides what steps the two unions are
25 to take if it is rejected, which is to file appropriate

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1 legal proceedings in the name of SEIU Local 715,
2 including an unfair labor practice charge before the
3 National Labor Relations Board, and for Local 715 to
4 take over once again the representation of the employee
5 through the use of its own staff.

6 I don't know for what reason Mr. Boone will or
7 will not make the statement. If it's just because I
8 want him to and he doesn't want to, well, that's -- he
9 can have his own reasons.

10 But, what we cannot be forced to do in these
11 proceedings are to proceed with representatives who are
12 not direct representatives of SEIU Local 715. Absent a
13 decision and order of the board upholding the validity
14 of the service agreement, upholding its application, in
15 fact, and ordering us to deal with the service agent
16 SEIU UHW.

17 MR. BOONE: I get it. I get it.

18 THE ARBITRATOR: I think the word is "eureka."

19 MR. BOONE: This is an attempt to say -- if I
20 say direct, then he says, okay, it's got to be 715. And
21 715 is in trusteeship, and they don't have any
22 employees; therefore, they can't provide representation.
23 Therefore, we get rid of the union and we have no union.

24 MR. ARNOLD: I don't --

25 MR. BOONE: That's what it's all about. I get

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1 it. Thank you.

2 MR. ARNOLD: It's not under my control whether
3 SEIU Local 715 has employees or doesn't have employees.

4 MR. BOONE: That's exactly right. It's none of
5 your business as to whether I'm appearing, whether I'm
6 paid, whether I'm not paid, who in here is the Union and
7 who the Union has designated to appear. That's exactly
8 right. It's none of your business. We are here stating
9 that representation.

10 MR. ARNOLD: That's --

11 MR. BOONE: We will fulfill the duty of our
12 representation of the Union, and that is our concern.
13 Just like you contract out management of Stanford, I
14 can't question that.

15 MR. ARNOLD: You can't question that,
16 unfortunately. Under the National Labor Relations Act,
17 we can and have the right to question representative
18 status.

19 MR. BOONE: And that's where you go.

20 MR. ARNOLD: We have the right to reject the
21 service agreement, unless the board enforces it. And we
22 have rejected it, and absent the representations and --

23 MR. BOONE: Then take it up there. Take it up
24 there.

25 MR. ARNOLD: It's not us -- it's not a charge

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1 for us to file.

2 MR. BOONE: You've already filed a charge. You
3 said you filed a charge.

4 MR. ARNOLD: That was a refusal to provide
5 information.

6 MR. BOONE: Okay. Well, we're here to do an
7 arbitration.

8 THE ARBITRATOR: Let me ask -- let me make
9 couple of comments and ask a question.

10 First, of course, I haven't read 90 percent of
11 the information that's been provided, so I'm -- I'm in a
12 more difficult strait probably than anybody else here.

13 But let me ask Mr. Arnold a question we talked
14 about the other day in our phone conversation should be
15 a part of the record, I guess.

16 Would the Hospital be willing to proceed on the
17 basis of a special appearance or under protest if I were
18 to order the hearing go forward with prejudice to its
19 future legal agreements?

20 MR. ARNOLD: No.

21 THE ARBITRATOR: Okay.

22 MR. ARNOLD: Let me just -- there's one other
23 thing I didn't address in Mr. Boone's statement. He
24 stated that the letter from you to -- to him and to me,
25 or to people in our respective offices, setting a date

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1 for the arbitration hearing occurred after all these
2 other documents that have been submitted to you. That's
3 not correct.

4 We have been seeking and continuing to seek
5 information from the trustee and from counsel of record,
6 and we've never been informed of any change in counsel
7 of record from Altshuler Berzon. And you can look at
8 the dates of the documents themselves. They occur and
9 have occurred up until and including this month in
10 attempts to obtain information from the Union or its
11 counsel of record.

12 THE ARBITRATOR: All right. Let me ask a more
13 practical question.

14 The grievant has been off the rolls now for
15 eight months, something like that. At some point, I
16 suspect no matter what this argument is all about, his
17 case will be heard either today or at some other point
18 in time.

19 From his standpoint, as Mr. Boone has
20 represented, he's unemployed. It's important to him to
21 get this thing heard as soon as possible. From the
22 hospital's standpoint, it's a continuing potential
23 liability, we're just adding to any back pay that might
24 be warranted if -- when this case is heard if he
25 prevails.

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1 I'm not sure I understand what we gain by not
2 having the hearing today just to resolve this issue and
3 resolve the grievant's situation and go forward.

4 What is it that we are protecting in the long
5 run?

6 MR. ARNOLD: We are protecting our right to say
7 that we are not going to deal with UHW through a
8 rejected service agreement. There are appropriate
9 procedures --

10 THE ARBITRATOR: Right.

11 MR. ARNOLD: -- for trans -- to transfer of
12 representation rights. There are appropriate procedures
13 to enforce the service agreement, and they've had since
14 August 29, 2006 to initiate -- those could have been
15 complete by now.

16 THE ARBITRATOR: I've got -- one of the
17 Employer's letters talked about a contract clause that
18 talks about the appropriate people for --

19 MR. BOONE: 26.7.8 on page 66 of Joint Exhibit
20 No. 1.

21 THE ARBITRATOR: 26.7.

22 MR. ARNOLD: 8.

23 THE ARBITRATOR: In the copy I've got it's .8
24 says -- I'm having trouble as I get older reading these
25 things only because the font apparently shrinks in the

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1 dark.

2 It says (reading): "Arbitration hearings
3 conducted pursuant to this Article will be
4 closed unless the parties mutually agree
5 otherwise in advance and in writing."

6 That's not the one that was cited to me
7 earlier. The one that was cited to me earlier was --

8 MR. ARNOLD: No. I think it's -- oh, that's
9 right.

10 THE ARBITRATOR: Oh, that's right. Well, there
11 was one that talked about -- oh, that was your
12 paraphrasing. You're discussion --

13 MR. ARNOLD: Right.

14 THE ARBITRATOR: -- of it later.

15 I'm sorry. Okay. That is the one.

16 If I'm looking at that clause trying to decide
17 if we've got a problem -- it seems to me I've got on the
18 Union side of the table people who are representing that
19 they're here on behalf of 715, the Union; and here's
20 Mr. Boone on behalf of 715, the Union.

21 And I've got a pile of documents that shows 715
22 filed the grievance, processed the grievance and booked
23 arbitration on the grievance, selected me to be the
24 arbitrator. And I don't see where I need to go back
25 behind that to question whether or not 715 is here.

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1 Now, maybe somebody else is here in spirit or
2 otherwise, but if 715 is here and there's no protest to
3 Mr. Boone appearing in their behalf, I'm not sure why
4 I'm supposed to go behind that and make any decisions
5 for purposes of this hearing.

6 What the story is down the road or the big
7 question, I am perfectly happy not to try to decide
8 that. I agree with you, you don't want me to. I don't
9 want it. I'm -- I'm -- I don't know what Mr. Boone's
10 view is, but it doesn't matter. I'm with you on that.
11 I don't think I can decide whether that's service
12 agreement or whatever has been going on between the
13 parties is or is not appropriate or has been violated or
14 whether anybody has a duty or no duty to file a UFE.

15 But for purposes of this hearing, based on what
16 I know, 715 is here. That's what the contract calls
17 for. They've got Mr. Boone as their attorney. He's
18 made that representation, as I say, without protest. I
19 think that on the basis of the contract, under that
20 clause, we've got everybody here.

21 MR. ARNOLD: I can't disagree more. He has
22 typically declined to state that he's here directly on
23 behalf of SEIU Local 715. And, in fact, we strongly
24 believe -- and further evidenced by the fact that seated
25 next to him on his right is a SEIU-UHW representative --

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1 that he is, in fact, here representing 715 through the
2 vehicle of a rejected service agreement.

3 For you to decide that for purposes of this
4 proceeding, you're going to go forward and treat him as
5 a representative of Local 715 is, in effect and in fact,
6 deciding that that service agreement is valid and
7 enforceable; and we think that's not for you to decide
8 directly or indirectly.

9 And if they would like it decided, they can
10 today file a charge -- could have months ago filed a
11 charge and have chosen not to do so for whatever reason.

12 THE ARBITRATOR: You took me further than I
13 ruled. I'm not saying that Mr. Boone is here on behalf
14 of 715 UHW. I'm not saying the service agreement is
15 valid. I'm not saying any of that.

16 All I'm saying is that based on what I see and
17 what I've heard, I've got 715 in the room. I have --
18 and they may have -- I don't know what exactly their
19 circumstances are, but I have a representation that we
20 have a 715 rep here. Nobody is objecting to Mr. Boone
21 being present.

22 As far as I can see for purposes of getting
23 this thing moving, 715 is here. The contract clause is
24 not violated. I make -- and I want to make it clear on
25 the record, my ruling does not go in any way, shape or

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1 form, nor should it be cited, to go to the question of
2 the validity of this service agreement or the overall
3 representational status of 715 UHW.

4 But for purposes of this hearing, I'm not going
5 to go behind the representations of the people of the
6 party that they are here on behalf of 715. I don't find
7 -- that I have the authority or the need or it's even
8 appropriate to do so.

9 MR. ARNOLD: We're not asking you to find.
10 We're asking you simply to stay the proceedings until
11 they take appropriate steps.

12 THE ARBITRATOR: Well, you know, there's
13 occasions where, of course, I'll stay the procedures,
14 where, for example, important witnesses are not around
15 or anything else. But in this case, to stay the
16 proceedings would mean that somebody would in effect
17 have to file the charge, either the Employer or -- to
18 the service agreement, something on the Union's side. I
19 don't know what the board's processing time would be for
20 charges these days.

21 But what we're doing is telling the grievant
22 that his case would not be heard for, I would dare say,
23 over a year from now. That seems to me to be too much
24 of a burden to put on the grievant's shoulder who, after
25 all, has done nothing other than pay dues, been a member

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1 of the union and sought to have his rights under the
2 contract litigated.

3 And now we're saying let's stay unemployed for
4 another month or find some other job while we go to a
5 board that takes a long time; and if it does render a
6 decision, may wind up in court and God knows where else.

7 You know, some of us have had experiences --
8 probably everybody here has had experience dealing with
9 the board. And to await a board decision seems to me to
10 be way too long.

11 And as far as I'm concerned, that's too much --
12 too much of a burden on the grievant, so it would be
13 unfair to stay it. And frankly, I don't see that
14 staying it harms anybody. It does not harm the
15 Employer's legal position because I think I've made it
16 pretty clear that I'm not ruling on the underlying legal
17 issue that's floating around.

18 I'll make it very clear that I would be willing
19 to direct the Employer to proceed at this point over its
20 objections so that Mr. Boone, to the extent it occurs to
21 him to do so, cannot say that you agreed to proceed in
22 this thing in light of your legal position. I don't see
23 any harm to the Employer by going forward now.

24 I'm assuming that you -- as you said earlier,
25 that you're ready to go if you have to, and I don't --

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1 it's hard for me to understand, weighing the harm
2 between proceeding now and having a stay, how the
3 Employer is in any way harmed in this.

4 MR. ARNOLD: That would -- under that theory,
5 that's always the case, and we just continue on; and we
6 raise the objection, and the arbitrator says what's the
7 harm, go ahead and arbitrate.

8 THE ARBITRATOR: Well, I don't know if that's
9 the case in every situation. I don't know what other
10 arbitrators would say, but we're in an equitable forum.
11 I'm supposed to look at equity. In this case the equity
12 of the stay doesn't follow the Employer's side at all
13 'cause I don't see any harm to your legal position by
14 going forward.

15 There are -- I understand the technical claim
16 you're making, that you would be forced to deal with
17 someone you suspect is not the proper representative of
18 -- under the certification of the contract and
19 everything else.

20 But on the other hand, that is a philosophical
21 problem. It's not, in the long run, harmed by having
22 the hearing. In any event, if we were to have the
23 hearing or, as I going -- we are going to have the
24 hearing, and if the Hospital does not carry its burden,
25 then the Hospital actually benefits by having the case

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1 now because back pay would be cut off if that's the
2 appropriate recommend -- I don't know the circumstances,
3 except that there's a theft apparently.

4 If the grievant is reinstated, made whole, your
5 liability is cut off. If we have a stay and we go
6 forward, your liability continues to run if you
7 ultimately were to lose the case, so you benefit in that
8 standpoint.

9 And from a legal standpoint, I don't see any
10 harm to your position. In terms of the legal arguments,
11 I understand your -- what I'm calling the philosophical
12 position.

13 So my view is that the appropriate parties are
14 here and that we should proceed to the merits of this
15 dispute, and I'll allow the Employer a standing
16 objection to the proceeding if you wish to proceed at
17 this point.

18 MR. ARNOLD: Why don't we go off the record.

19 THE ARBITRATOR: I was going to say why don't
20 we go off the record. You guys can all confer and do
21 whatever you want to do.

22 Why don't we take 10 minutes.

23 Larry, would 10 minutes do you? 15?

24 MR. ARNOLD: Let's start with 10.

25 THE ARBITRATOR: Start with a month.

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1 MR. ARNOLD: Start with 10.

2 THE ARBITRATOR: Let's take 10 minutes.

3 (Recess.)

4 THE ARBITRATOR: On the record.

5 Is the Employer prepared the give an opening
6 statement?

7 MR. ARNOLD: The Employer is not prepared to go
8 forward. The Employer does not believe that it's
9 obligated in any way to participate in the arbitration
10 under these circumstances.

11 MR. BOONE: Well, if the Employer chooses not
12 to proceed, then it has -- we're asking that you
13 proceed, and if and when the Employer leaves, then we
14 will go ahead with the hearing and make appropriate
15 arguments and presentation of evidence as necessary.
16 This is clearly some nature of a procedural question.
17 And under the authority of Toyota of Berkeley v
18 Automobile Salesman's Union Local NO. 1095, 834, Fed
19 Second 7151 a Ninth Circuit decision of 1987, an award
20 that you issue when the Employer refuses to participate
21 in a matter that is properly noticed and the parties are
22 present is a valid award.

23 And that may or may not have to get litigated,
24 but under that authority, it's clear to me that the --
25 you are authorized, in fact, directed by the Collective

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1 Bargaining Agreement to proceed with all the provisos
2 that you've made, and that's the request that we make of
3 you.

4 THE ARBITRATOR: Well, let me ask the Employer
5 a couple of things.

6 First of all, is your disinclination to proceed
7 at this time based in any way on the unavailability of
8 witnesses or some other problem such as that?

9 MR. ARNOLD: It's based upon the fact that we
10 do not believe we have proper representatives on the
11 other side.

12 THE ARBITRATOR: Okay. Well, here's -- let me
13 tell you how I view this. Let me make sure we're all
14 clear on what's going on. As I've already indicated, I
15 think we have the proper representatives here based on
16 the contract language I cited in my understanding of who
17 is present. And I think it's appropriate to go forward,
18 and I'm directing that we go forward at this time.

19 If the Employer doesn't go forward, then, as
20 Mr. Boone indicates, if he put on -- well, frankly, if
21 the Employer doesn't go forward, it's the Employer's
22 burden of proof. I would have no choice at that point
23 but to conclude the Employer did not meet its burden of
24 proof and sustain the grievance, issue an award to that
25 effect 'cause of -- and Mr. Boone can put on evidence or

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1 not as he wishes.

2 But if the Employer is not putting on any case
3 at all, having the burden -- I don't see that I would
4 have any choice even if he puts on evidence in support
5 of the grievance, whatever the grievance defense is.

6 And I don't want to do that, frankly. My -- my
7 view is that this whole process was started so that the
8 parties could get an efficient timely method of
9 resolving disputes, getting their issues taken care of
10 and going forward. I want to do that.

11 I hate ex parte hearings. I hate it more than
12 anything else, and I try and avoid it and I urge parties
13 who don't want to participate, to participate and go
14 forward. And I've done everything I think I can do, and
15 I'm willing to do more if you think it's necessary to
16 ensure that your legal rights in any future proceeding
17 are protected.

18 You're here not of your own choice. You're
19 here at my direction. You've -- you have to proceed,
20 and I try to make it clear that the downside for not
21 proceeding is going to be that this grievance would be
22 sustained. You have the employee back at work. There's
23 probably a lot -- if you're to appeal that decision,
24 there'll be more litigation, more time, more expense.

25 My understanding of the law in this matter is

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1 that at this point, as Mr. Boone indicates, I'm directed
2 by the contract to proceed with this hearing in light of
3 my ruling on the procedural matter, and I agree. I
4 think it is more of a procedural matter than anything
5 else and, therefore, my bailiwick.

6 You know, I would urge that you reconsider that
7 position in light of these comments and participate in
8 the proceeding since apparently you have witnesses here
9 and you're ready to go.

10 MR. ARNOLD: Well, we absolutely disagree that
11 this is just a procedural matter. It's a fundamental
12 issue of we agreed that we would grieve and arbitrate
13 with SEIU Local 715 as the exclusive representative. We
14 have been advised in writing several times, as you'll
15 see in the documents; that, in fact, they are not doing
16 it; that UHW is doing it as service agents. We've
17 rejected the service agreement. Unless and until the
18 service agreement is upheld, then they're not -- it's a
19 matter that there aren't appropriate parties present to
20 even proceed.

21 And we understand -- although there are joint
22 exhibits in there that set forth the basis for the
23 termination. So I suppose someone is going to have to
24 get up and say they're not true. I mean, I understand
25 what you're saying, that you're going to rule against

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1 us, but it's -- it will require further --

2 THE ARBITRATOR: Further litigation.

3 MR. ARNOLD: Yes, it will.

4 THE ARBITRATOR: Well, let me note just to make
5 sure that we're all clear, with respect to the joint
6 exhibits and employer exhibits that are admitted,
7 they're admitted not because the assertions contained
8 therein are true. I mean, I've just quickly reviewed
9 the discharge letter. There's some claims made in there
10 by what was obscene and -- what was not obscene -- what
11 was seen. It will change the nature of the charge I
12 suspect. What was seen. What the grievant may have
13 said or not said or anything like that, I'm taking that
14 as the letter that was issued, but not as to the truth
15 of those matters. So I don't want anybody to think I've
16 got some evidence in here at this point. I've got some
17 documents.

18 So if the Employer is not going to present a
19 case -- let me correct something, again, that you've
20 suggested. The Employer doesn't have to leave. You
21 said that when the Employer leaves, you're going to put
22 your case on. The Employer can simply rest and remain
23 if it so wishes.

24 And since the Employer does not wish to put on
25 a case, I'll ask if the Union wishes to make an opening

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1 statement on merits?

2 MR. ARNOLD: Actually, we don't intend to
3 participate, so --

4 THE ARBITRATOR: You don't want to participate
5 at all?

6 MR. ARNOLD: No.

7 THE ARBITRATOR: Okay.

8 MR. ARNOLD: We do want a transcript.

9 THE REPORTER: Thank you.

10 THE ARBITRATOR: Okay. Let me -- Larry, before
11 you leave, let me just say we won't go off the record at
12 this point until the hearing is concluded just because
13 of the ex parte situation we're in. I don't want there
14 to be any question that we go off the record and talk
15 about secret stuff and go back on the record. So from
16 here on out; no matter what, we're on the record.

17 MR. BOONE: Okay. Let the record reflect that
18 Mr. Arnold, Ms. Kunisaki and the Employer HR director
19 Hoffman have all left the room. Present and remaining
20 are the Union participants and the grievant.

21 Mr. Angelo, given your very clear statements to
22 the Employer that if they leave, they will have
23 presented no evidence in support of the discharge by
24 well-established principles of arbitral precedent when
25 the Collective Bargaining Agreement provides that a

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1 represented employee may be discharged for just cause,
2 and that's exactly what the Collective Bargaining
3 Agreement says at Article 20, Section 20.1 at page 4 of
4 Joint No. 1. The just cause standard applies. The
5 Employer has stipulated that that is the proper issue
6 before you. The -- the Employer has stipulated that the
7 grievance is properly before you for final and binding
8 award.

9 MR. ARNOLD: I have one brief question. You
10 subpoenaed a number of witnesses -- up until as late as
11 last evening you served subpoenaed and you expect -- do
12 you want them still to come?

13 MR. BOONE: I think the answer to that is no,
14 Mr. Arnold. But let me just finish this statement and
15 then we'll come out and make specific arrangements.

16 MR. ARNOLD: Okay. Well, they're either on
17 their way or getting ready to leave or whatever, but I
18 just --

19 THE ARBITRATOR: Do you want to go off -- well,
20 do you want me to violate my prior ruling and go off the
21 record so you can have a conversation as to what you
22 want to do?

23 Let's go off the record briefly.

24 (Discussion off the record.)

25 THE ARBITRATOR: Okay. On the record.

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1 Mr. Boone has stepped outside for just a moment
2 and he is now back, I assume taking care of witness
3 issues that have been subpoenaed.

4 And you had indicated the Employer had agreed
5 the issue is just cause. The grievance is properly
6 here.

7 MR. BOONE: The Employer has the burden of
8 going forward and the burden of proof to establish the
9 allegations set forth in the determination notice by
10 presenting direct evidence. The Employer has chosen not
11 to present any evidence. The Employer has been informed
12 by you that if it chooses not to participate, that you
13 will find that it has not carried its burden of proof;
14 that the grievance will be sustained and that you will
15 order that Mr. Acosta be reinstated with back pay.

16 You, both before the break and after the break,
17 urged the Employer not to take this action. And despite
18 the clear statements, including the fact that you don't
19 think the Employer's position is -- would be prejudiced
20 by proceeding with the case, and despite the fact that
21 the Employer offered no representation of any prejudice
22 that would be served by it if it proceeded, counsel and
23 representatives of the Employer have walked out of this
24 hearing.

25 On behalf of the Union, I ask that you issue an

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1 award that recites these critical facts, specifically
2 your reliance upon Section 26.7.8 and the findings you
3 have made in relation to that section; and that you
4 issue an award sustaining the grievance ordering that
5 Mr. Acosta be reinstated to his previous position
6 without loss of seniority, and that he be ordered made
7 whole for all loss of pay and benefits.

8 Given the particular facts of the case and
9 given what I think we can only anticipate is some legal
10 challenge to your ruling, which may go on for a long
11 time to Mr. Acosta's prejudice economically, as well as
12 his family and his economic well-being, I ask that you
13 order that there be an award of interest on the back pay
14 and benefits; that that interest be set at the amounts
15 -- in the amount dictated by California Civil Code
16 Section 3287, which I believe is 10 percent interest;
17 and that that award of interest be in place and
18 enforceable up until the time that the back pay and
19 benefit order is satisfied.

20 As to all of these remedies, again, pursuant to
21 stipulation, I ask that your award specifically state
22 that you retain jurisdiction to resolve any disputes
23 concerning the meaning, application or implementation of
24 the award.

25 I don't believe that it's necessary for the

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1 Union to present evidence given the statements that you
2 made on the record. But I do say, for the record, that
3 the Union grieved this termination. It is the position
4 of the Union that there was not just cause for the
5 termination; that there was no theft. But it is not
6 necessary for us to put any evidence in the record given
7 the absence of any presentation of testimony or
8 documents entered for the truth of the matter stated.

9 So with that, on behalf of the Union, we submit
10 this case for your decision unless there are any other
11 questions that you wish to raise.

12 THE ARBITRATOR: I don't believe so. It may be
13 appropriate to have on the record now as to whether
14 you're aware, Mr. Boone, if grievant has had any outside
15 employment for the time that's elapsed since his
16 termination.

17 (Witness and counsel confer privately.)

18 MR. BOONE: Mr. Acosta does not have any
19 interim income as I understand it.

20 THE ARBITRATOR: Okay. Well, let me note that
21 I have admitted eight joint exhibits, 13 employer
22 exhibits.

23 (Joint Exhibit Nos. 1 through 7 and Employer's
24 Exhibits 1 through 13 admitted into evidence.)

25 THE ARBITRATOR: And I'm assuming, Mr. Boone,

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1 that you're not going to push to make any further
2 arguments in this matter and the issue is submitted as
3 you've indicated?

4 MR. BOONE: That's correct.

5 THE ARBITRATOR: Okay. Let me just note for
6 the record that I believe that it's unfortunate the
7 Employer has not put on its case here. As I told
8 Mr. Arnold prior to his departure, I hate ex parte
9 hearings. And I understand the principles that he was
10 asserting, but, as I will note in my opinion, I don't
11 think there was any harm as a practical matter to any
12 aspect of his legal assertions. I will note that in the
13 record.

14 I thank the parties for -- well, I thank the
15 Union for its participation and the court reporter for
16 sticking around for this long and arduous proceeding and
17 declare this phase of the proceedings closed.

18 Thank you.

19 (Time: 3:10 p.m.)
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1 CERTIFICATE OF CERTIFIED SHORTHAND REPORTER

2
3
4 I, JANE STULLER, hereby certify that I am a
5 Certified Shorthand Reporter; that I reported in
6 shorthand writing the foregoing matter at the time
7 and place therein stated; that the foregoing pages
8 are a full, true and complete transcript of my said
9 shorthand notes and is a full, true and correct
10 record of the proceedings had in said matter at said
11 time and place.
12

13
14 Dated: December 13, 2007.
15

16
17
18 
19 JANE STULLER

20 Certified Shorthand Reporter
21 California License #7223
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